

Liber N N unto John Quigley Merchant in a plea that they render unto him Twenty Thousand pounds of tobacco which to him they owe & unjustly detaine &c.

And whereupon the said John by Robert Carville his Attorney saith that whereas the said Randolph & John the two & Twentieth day of July Anno Doni One Thousand six hundred Seaventy foure by their certaine writing Obligatory Sealed with the Seales of them the said Randolph Brandt & John Cane & here in Court produced whose date is the same day & yeare above written were holden & firmly bounden unto him the said John Quigley in the full quantity of Twenty Thousand pounds of good sound Merchantable tobacco in Casq to be paid unto him the said John Quigley or to his certaine Attorney his Exec^{rs} Admist^{rs} or Assignes Notwithstanding which the said Randolph Brandt & John Cane the said Summe of Twenty Thousand pounds of tobacco to him the said John Quigley according to the tenour of their said writing Obligatory hath not paid although they have been often thereunto required, but the same to pay have altogether denyed & still doth deny whereupon he saith he is damnified & hath losse to the Value of Forty Thousand pounds of tobacco & thereupon he bringeth his Suite &c

And the said Randolph Brandt & John Cane by Robert Ridgely & Benjamin Rozer their Attorneys comes & defends the force & injury when &c & prayes the hearing of the said writing Obligatory & itt is read unto them, they likewise pray the hearing of the Condicion of the said Writing Obligatory & itt is read unto them in these words following Viz^t The Condicion of this Obligacon is such, that whereas the above named John Quigley had lately Shippt on board the Shipp Society Henry Brayne Master severall Goods & Merchandize to be Imported into this Province in the said Shipp from the Barbados in good Order & well Condicioned as by bill of ladeing for the same may appeare If therefore the above bounden Randolph Brandt & John Cane doe & shall att the request of the said John Quigley stand & performe the Award & Arbitrament of two indifferent persons to be by them nominated & appointed to Arbitrate Award & Judge what Damages the said John Quigley hath susteyned in the same Goods & merchandize soe Shippt as aforesaid And in case the said two persons so to be chosen to Arbitrate the same cannot accord or Agree in & upon the p^rmisses That then they may chuse a third person who shall fully determine the same to whose Award Arbitrament or determinacōn they shall & will stand to abide performe & keepe That then this Obligacōn to be void or else to stand in full force—which being read & heard the said Randolph Brandt & John Cane by their Attorneys aforesaid pray liberty of speakeing hereunto untill next Provinciaall Court & itt is Granted unto them, the same day is given to both partyes

Att which day to witt the thirteenth day of Aprill in the first yeare